

BALLARD SPAHR, LLP
BY: Stephen J. Kastenbergs
John W. Scott
1735 Market Street, Fl. 51
Philadelphia, PA 19103-7599
215.864.8122
215.864.8635
kastenbergs@ballardspahr.com
scottj@ballardspahr.com

*Attorneys for Respondent
Breaking Glass Pictures, LLC*

**UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

BREAKING GLASS PICTURES, LLC,)	
)	CIVIL ACTION No. <u>20-cv-4304</u>
<i>Petitioner,</i>)	
)	
v.)	PETITION TO CONFIRM
)	ARBITRATION AWARD
SAL FRANCIOSA PRODUCTIONS, LLC,)	
)	
<i>Respondent.</i>)	

Petitioner, Breaking Glass Pictures, LLC (“Breaking Glass”), by and through its undersigned attorneys, Ballard Spahr LLP, hereby petitions the Court to confirm an arbitration Decision and Final Award issued on May 13, 2020, attached hereto as Exhibit 1, and states further as follows:

PARTIES

1. Breaking Glass is a Pennsylvania limited liability company, engaged in the distributing and marketing of motion pictures.

2. Respondent Sal Franciosa Productions, LLC (“SFP”) is a New York limited liability company. Upon information and belief, SFP is in the business of producing, purchasing and licensing motion pictures.

JURISDICTION AND VENUE

3. This Court has jurisdiction over this matter through the Federal Arbitration Act, 9 U.S.C. § 9 (1976) (the “Arbitration Act”).

4. This Court also has original jurisdiction with regard to this matter pursuant to 28 U.S.C. § 1332 as an action between citizens of different states with an amount in controversy, exclusive of interest and costs, exceeding the sum of \$75,000.00.

5. Venue is properly laid in this Court pursuant to 28 U.S.C. § 1391(b) as the defendant in this action resides in this district.

PRAYER FOR RELIEF

6. On or about October 29, 2015, Breaking Glass, SFP and non-party Fame Tank Productions, entered into a Distribution Agreement (the “Agreement”). The Agreement includes both a “Deal Terms Agreement” and a “General Terms Agreement.” Pursuant to the Distribution Agreement, Respondent SFP, along with nonparty Fame Tank Productions (“Fame Tank”), licensed Breaking Glass to distribute “Fight Valley,” a motion picture produced by SFP and Fame Tank, in exchange for a minimum guaranteed payment and a percentage of gross receipts. A copy of the Distribution Agreement is attached hereto as Exhibit 2.

7. Section 17.11 of the General Terms Agreement, provides that:

Arbitration. Any actions, disagreements or conflicts, arising between the Parties from obligations, rights, alleged breaches or warranties in the [Agreement] shall be brought in binding arbitration in the jurisdiction of the non-challenging party pursuant to the rules of the American Arbitration Association, and the prevailing party shall be entitled to reimbursement of its reasonable legal fees and

cost. The American Arbitration Association shall be the sole forum for the resolution of any dispute between the parties.

8. On or about August 20, 2018, SFP filed its Demand for Arbitration with the American Arbitration Association, pursuant to Section 17.11 of the Distribution Agreement. Breaking Glass subsequently answered and filed certain counterclaims against SFP. The parties subsequently appointed Mark C. Morrill to serve as sole arbitrator for the dispute.

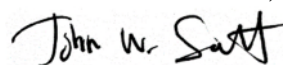
9. Mr. Morrill conducted an evidentiary hearing in Philadelphia, Pennsylvania, between January 27, 2020 and January 29, 2020, with proper notice to all parties. Following the hearing, Arbitrator Morrill issued a Decision and Final Award, in favor of Breaking Glass and awarded Breaking Glass \$125,000 in attorney's fees and costs, minus \$4,350.00 to cover certain fees due to AAA (the "Arbitration Award."). A true and correct copy of the Arbitration Award is attached hereto as Exhibit 1.

10. In light of the foregoing, and the attachments hereto, Breaking Glass respectfully requests that the Arbitration Award be confirmed, and that judgment be entered in favor of Breaking Glass and against SFP.

WHEREFORE, Breaking Glass Pictures, LLC respectfully petitions this Honorable Court to proceed expeditiously and without a hearing under Fed. R. Civ. P. 78 and to enter an order confirming the Arbitration Award and directing that judgment be entered in favor of Breaking Glass Pictures, LLC, and against Sal Franciosa Productions, LLC, in the amount of \$120,650 plus applicable interest, costs and attorneys' fees and awarding such other relief as the Court deems equitable and just.

Dated: June 5, 2020

BALLARD SPAHR, LLP



Stephen J. Kastenberg
John W. Scott
1735 Market Street, Fl. 51

Philadelphia, PA 19103-7599
215.864.8122
215.864.8635
kastenbergs@ballardspahr.com
scottj@ballardspahr.com

*Attorneys for Respondent
Breaking Glass Pictures, LLC*